



October 13, 2009

2DB00-arh-10-005

Dear Bidder:

SOLICITATION NUMBER 586 "PROCUREMENT OF 3 DST TRANSFER PUMPS"

Washington River Protection Solutions, LLC (WRPS) requests proposals for the PROCUREMENT OF 3 DST TRANSFER PUMPS. The requested work is in support of WRPS's Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation.

The proposal is due by 2:00 p.m. on March 22, 2010 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

A handwritten signature in cursive script, reading "Alice Hendrickson".

Alice Hendrickson,
Procurement Specialist

Attachment

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PART A – SOLICITATION

1.0 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Firm Fixed Price type of subcontract to provide Procurement of Three (3) DST Transfer Pumps. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Buyer Not Obligated – Irregularities and Notifications

WRPS is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.2 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. YOUR FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF YOUR OFFER.

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original or fax must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and 2 copies via U.S. Postal Service or delivery. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the fax or e-mail transmittal document.

2.1 Deadline

The proposal is due by 2:00 p.m. PST on March 22, 2010.

2.2 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 586
Alice Hendrickson, MSIN H6-16
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

The address for a proposal sent via another delivery service is:

2440 Stevens Center Place
Richland, WA 99354

Procurement Specialist Contact Information:

Name: Alice Hendrickson
Phone Number: 509-376-8871
Fax Number: 509-373-2551
Email Address: Alice_R_Hendrickson@rl.gov

2.3 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

2.4 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than 03/15/2010 whether the Offeror intends to submit a proposal in response to this Solicitation. The Offeror may transmit the notification to the Procurement Specialist via e-mail or fax.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 03/19/2010. The Offeror shall transmit questions and comments via fax or e-mail per Section 2.2 above. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

3.0 Basis for Award

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror Lowest Price Technically acceptable proposal. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a

subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

3.1 Lowest-Price, Technically-Acceptable (LPTA) Selection Process

WRPS will award a subcontract to the responsible offeror whose proposal is the lowest price and technically acceptable, price and other factors considered. Proposals will be screened using the pass/fail evaluation factors identified below, based on the qualifications demonstrated within the offer. Proposal Instructions

3.2 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

3.2.1 Volume I – Technical Proposal

[Procurement Specialist should alter this language to make it suitable for the specific solicitation.]

WRPS will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror's proposal must contain a brief discussion of its technical qualifications and capabilities. This discussion should not exceed 20 pages and should briefly address:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work.
- Résumés of proposed personnel.
- Approach to accomplishing the requirements. If Section 7.2 of the Statement of Work imposes specific requirements regarding the Price Anderson Amendment Act (PAAA), include a discussion of the offeror's proposed approach for complying with PAAA requirements.
- Past Performance Experience and Data.
- Firm's capabilities and resources for completing the requirements.
- Work Plan and schedule for the project.
- An uncontrolled copy of company Quality Assurance Manual
- Key personnel. Attach résumés of key personnel. (Résumés do not figure into the 3-page limitation.)

3.2.2 Volume II – Business and Price Proposal

Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

3.2.2.1 Representations and Certifications

(WRPS requires the electronic submission of the Representations and Certifications through its vendor registration web site. To start the submission, the offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov

For this solicitation, an offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled “North American Industry Classification System (NAICS) Code and Size” below. The certification for this specific NAICS code will be valid for twelve (12) months from its submission unless your firm’s business conditions change and an updated Representations and Certification submission is then required to be submitted electronically.

3.3 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror’s submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. *[add the following if appropriate: Any Offeror who currently holds a Blanket Master Agreement (BMA) with WRPS) may submit its proposal in accordance with the BMA. When choosing this option, the Offeror must specifically identify its BMA number in the proposal.]* Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

3.3.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

3.4 Proposal Validity Period

Offeror's proposal shall remain firm for 180 days after the proposal due date.

4.0 Notices

4.1 Identification of Proprietary Data

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

4.2 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

4.3 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 333911 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is 500 employees.

4.4 Buy American Act Compliance

The provisions of this procurement include each of the Federal Acquisition Regulation (FAR) clauses that may be applicable to this proposal, as well as any resulting purchase order or Subcontract. The applicability of a specific FAR clause is based on the proposed dollar amount of your proposal for the supplies or materials provided under a services Subcontract.

The applicable FAR clauses in the Subcontract provisions and the corresponding clause for which identification may be required are shown below:

| FAR Clause in Subcontract Provisions | Corresponding FAR Clause Requiring Offeror Certification |
|--|---|
| FAR 52.225-1, "Buy American Act—Supplies" (Jun 2003) | FAR 52.225-2, "Buy American Act Certificate" (Jun 2003) |
| FAR 52.225-3, "Buy American Act—Free Trade Agreements—Israeli Trade Act"(Jan 2004) | FAR 52.225-4, "Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate" (Jan 2005) |

| | |
|---|--|
| | <p>Alternate I - applies if the quote for an end item or supplies under a time-and-materials subcontract is \$25,000 or more but less than \$50,000.</p> <p>Alternate II - applies if the quote for an end item or supplies under a time-and-materials subcontract is \$50,000 or more but less than \$58,550.</p> |
| FAR 52.225-5, "Trade Agreements" (Jan 2005) | FAR 52.225-6, "Trade Agreements Certificate" (Jan 2005) |

4.5 American Recovery and Reinvestment Act-Reporting Requirements

Definitions

"Jobs Created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part- time, temporary, permanent, positions as expressed as a "person-year," consistent with the SUBCONTRACTOR's existing personnel procedures. This includes positions at the prime level and SUBCONTRACTOR.

"Jobs Retained" means an estimate of those previously existing unfilled positions that are filled as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part- time, temporary, permanent, positions as expressed as a "person-year," consistent with the SUBCONTRACTOR's existing personnel procedures.

"Total Compensation" means the complete pay package of SUBCONTRACTOR's employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

"Full-time Equivalent (FTE)" means a way to measure a worker's involvement in the Subcontract or Subcontract release. An FTE of 1.0 means that the worker is equivalent to a full-time employee for one year. An FTE of 0.5 may signal that the worker is only half-time for the year. For example, two employees working half-time would consume one FTE between both employees.

Reporting Requirements

This Subcontract requires products and/or services which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each SUBCONTRACTOR that receives Subcontracts from a Federal agency under the Recovery Act to report on use of funds. The reporting requirements do not apply for any SUBCONTRACTOR whose gross income did not exceed three hundred thousand dollars (\$300,000) in the previous tax year.

As part of this solicitation, the Subcontractor shall provide in its proposal the number of "Jobs Created" and "Jobs Retained" that is attributable to the award of this Subcontract. This information shall be submitted on the Recovery Act Exhibit of the solicitation and be included in the Subcontractor's proposal as an attachment.

PART B – SOLICITATION EXHIBITS

| Exhibit | Description |
|----------------|---|
| 1 | Cost Proposal Form (with instructions) <i>[or other appropriate form]</i> |
| 2 | Compensation Schedule |
| 3 | Past Performance Data Form |
| 4 | Proposed Lower-Tier Subcontractors |
| 5 | Agreement Exceptions |
| 6 | Vendor ESH&Q Requirements Questionnaire |
| 7 | <u>Recovery Act Exhibit</u> |

EXHIBIT 1. COMPENSATION SCHEDULE

Compensation Schedule

| Line | Description | QTY | Unit price | Total |
|----------|-------------|-----|------------|--------|
| 1 | Pumps | | | \$0.00 |
| 2 | | | | \$0.00 |
| 3 | | | | \$0.00 |
| 4 | | | | \$0.00 |
| 5 | | | | \$0.00 |
| 6 | | | | \$0.00 |
| 7 | | | | \$0.00 |
| 8 | | | | \$0.00 |
| 9 | | | | \$0.00 |
| 10 | | | | \$0.00 |
| Subtotal | | | | \$0.00 |

Total Subcontract

Grand Total

NOT-TO-EXCEED

INSTRUCTIONS FOR COMPLETING COMPENSATION SCHEDULE

- A. The Compensation Schedule is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on any of the grayed areas. The Solicitation Compensation Schedule may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.
- B. Under “Labor,” enter the proposed names or labor categories as well as the estimated hours, and fully burdened rates. Lines in the spreadsheet can be added or deleted as needed. The totals are automatically computed.
- C. Under “Other Direct Costs,” include any proposed costs as described in Article 1.2 of the Supplemental Provisions – Time & Material/Labor Hour Contract Type. Proposed subcontractor labor is to be specified in this section to include name or labor category, estimated hours, unit rate, and proposed total. Also, include any proposed travel in sufficient detail to allow WRPS to evaluate and determine that proposed costs are consistent with the Federal Travel Regulations.
- D. This form may be modified to add additional labor categories and multiple pages may be used to show additional option years.

EXHIBIT 2. PAST PERFORMANCE

Rev. 0

1/1/03

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

| CLIENT NAME | CONTRACT NO. | START DATE | CONTRACT TERMINATED? |
|----------------------|----------------------|-----------------------|-----------------------------|
| CONTACT NAME | CONTRACT DATE | END DATE | (Y/N) Explain in attachment |
| TELEPHONE NO. | | CONTRACT VALUE | |
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| | |
|--|------------------------|
| NAME AND ADDRESS OF OFFEROR | NAME OF SIGNER |
| | TITLE OF SIGNER |
| | DATE |
| OFFEROR <i>(Signature of person authorized to sign)</i> | |

EXHIBIT 3. PROPOSED LOWER-TIER SUBCONTRACTORS

Rev. 1

7/12/06

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

| LOWER-TIER SUBCONTRACTOR/SUPPLIER CONTACT NAME TELEPHONE NO. | DESCRIPTION OF SERVICES TO BE PROVIDED | APPROXIMATE AWARD AMOUNT |
|--|--|-----------------------------|
| | | |
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| | | |
| | | |
| | | |

| | |
|---|-----------------|
| NAME AND ADDRESS OF OFFEROR | NAME OF SIGNER |
| | TITLE OF SIGNER |
| | DATE |
| OFFEROR <i>(Signature of person authorized to sign)</i> | |

EXHIBIT 4. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation. If the offeror has no exceptions, please write "None" below.

| | |
|---|-----------------|
| NAME AND ADDRESS OF OFFEROR | NAME OF SIGNER |
| | TITLE OF SIGNER |
| | DATE |
| OFFEROR <i>(Signature of person authorized to sign)</i> | |

EXHIBIT 5. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:

Subcontractor Address:

City: **State:** **Zip:**

Subcontractor Point of Contact:

Email:

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

| # | Question |
|-----|--|
| 1. | Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 2. | Are your employees trained and equipped to perform their assigned work? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 3. | Do you have an established orientation program for new hires that includes ESH&Q? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 4. | Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 5. | Are company ESH&Q records adequately and properly maintained? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 6. | Are accidents/incidents investigated promptly and reports generated? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 7. | If the investigation discovers inadequacies in either the work process or the policies and procedures, are the appropriate processes in place to avert the accident/incident in the future and are personnel provided proper training? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 8. | Are hazards identified and appropriate measures taken to ensure that personnel and equipment are adequately protected as a result of identified hazards. Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 9. | Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 10. | Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work |

| | |
|-----|---|
| | based on the scope of work and commensurate with the work hazards? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 11. | Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 12. | Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR? |
| 13. | Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate? |
| 14. | Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate? |
| 15. | Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate? |
| 16. | Does your company have an established, written Hazard Communication Program? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 17. | Does your company have a system within the Hazard Communication Program to maintain Material Safety Data Sheets (MSDS)? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 18. | Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| 19. | Has your company been fined for Nuclear Regulatory Commission or agreement state non-compliance during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |

EXHIBIT 6. RECOVERY ACT EXHIBIT

Please use the following link to access the Recovery Act Exhibit:

<http://www.hanford.gov/chmpmm/uploadfiles/ARRA%20Reporting%20Requirements%20Exhibit.doc>

SUBCONTRACT

| | |
|--|-----------------------|
| Subcontract No. | Effective Date: |
| Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352 | Subcontractor: TBD |

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD ("SUBCONTRACTOR") who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

1. **Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Procurement of 3 DST Transfer Pumps
2. **Period of Performance:** The Subcontract period of performance is specified as: TBD
3. **Contract Type:** TBD
4. **Total Value of Subcontract:** TBD
5. **Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth below or in the attached Compensation consistent with the payment provisions of this Subcontract.

LABOR

| Line | Description | Est. Hours | Fully Burdened Rate | Total |
|------|-------------|------------|---------------------|--------|
| 1 | | | | |
| 2 | | | | \$0.00 |
| 3 | | | | \$0.00 |

TOTAL LABOR \$0.00

OTHER DIRECT COSTS (ODC's)

TRAVEL & SUBSISTENCE

Grand Total **NOT-TO-EXCEED** \$0.00

6. **Payment Terms:** As stated in *Article 3.0 (Article 2.0, Terms of Payment, of Commercial Supplemental Payment Provisions), Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.
7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:
Alice Hendrickson, Procurement Specialist
Perry Bushnell, Procurement Specialist
J. M. Robinson, Manager, Procurement
8. **Designation of Technical Representative:** WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:
Name: TBD
Phone: (509) -
Mail Stop:
9. **Special Provisions**

QA/Inspection Requirements

9.1 Supplier Quality Program Evaluation

(B04) Rev. 0 02/22/00

The Supplier shall document, implement, and maintain a quality assurance program which is consistent with applicable criteria of , edition . The Supplier's program is subject to review at all times by the Buyer. The Supplier's program, written for compliance with a quality assurance program standard other than the one imposed on the Purchase Order/Contract Order, may be acceptable if it complies with the quality assurance program requirements specified.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

The Buyer reserves the right to verify the quality of work at the Supplier's facility, including any subcontractor's facility. Access to a subcontractor's facility shall be requested through the Supplier and verification may be performed jointly with the Supplier.

The Supplier shall, during the performance of this Purchase Order/Contract Order, submit proposed changes to the quality assurance program to the Buyer for review prior to implementation.

9.2 Fabrication/Inspection/Test Plan

(B13) Rev. 0 2/22/00

Fabrication/Inspection/Test Plan (Traveler)

The Supplier shall prepare a detailed fabrication/inspection/test plan (Traveler) for insertion of Buyer-designated source inspection/witness notification points. Prior to starting work, the plan shall be submitted to the Buyer for review, approval and insertion of Buyer's designated inspection/witness notification points unless otherwise specified in procurement documents. The plan shall include the following:

1. Traceability to Buyer's Purchase Order/ Contract Order document number.
2. Description of items to be fabricated/tested/inspected (e.g., components, subassemblies, assemblies).
3. Sequential fabrication/process steps.
4. Sequential points for inspection and tests to be performed during fabrication/processing.
5. 5. Method/procedure to be used for performance of inspection/test/fabrication, including:
 - a. Each characteristic or attribute to be evaluated,
 - b. The report form to be utilized,
 - c. Specific Codes/Standard requirements as specified by procurement documents i.e., ASME, ASTM, ANSI, etc., and
 - d. Sampling plans for final characteristics (e.g., AQL, lot size, inspection level), where applicable.

Subsequent revisions/modifications to the fabrication/inspection/test plan document require review and approval by the Buyer prior to implementation of the change. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

9.3 Nonconformance Documentation and Reporting

(B22) 03/30/2007

All nonconformances identified at the Supplier's facility with a proposed disposition of "Accept" or "Repair" shall be approved by the Buyer before any corrective action is taken by the Supplier on the nonconformance.

Accept: A disposition that a nonconforming item will satisfactorily perform its intended function without repair or rework.

Repair: A disposition requiring the processing of a nonconforming item so that its characteristics meet the requirements listed in the disposition statement of the nonconformance report.

Nonconformances shall be documented by the Supplier on the Supplier's nonconformance form. After documenting the nonconformance, disposition and technical justification, the form shall be forwarded to the Buyer.

After the recommended disposition has been evaluated by the Buyer, the form shall be returned to the Supplier with a disposition of approval or rejection. The Supplier may take corrective action on the nonconformance only after the form is approved.

The Supplier's nonconformance form shall be shipped with the affected item.

9.4 Certified Weld Inspector (CWI)

(B25) Rev. 0 02/9/00

Supplier personnel performing weld inspections shall be certified as a Certified Weld Inspector (CWI) in accordance with the requirements specified in AWS QC-1.

The following documentation shall be submitted prior to the start of fabrication:

1. Current AWS CWI certificates.
2. Current and valid visual acuity examination. The examination must be performed annually.
3. Visual weld inspection procedures.

Approval shall be obtained from the Buyer prior to start of fabrication.

9.5 Welding Procedures and Qualifications

(B28) Rev. 1 12/03/02

Welding procedures and personnel shall be qualified in accordance with the applicable AWS or ASME specifications as specified in the Purchase Order/Contract order. The Supplier shall submit copies of all welding procedures, Procedure Qualification Records, and Welder Qualification Records to be employed in the performance of this Purchase Order/Contract Order. Buyer approval is required prior to the start of fabrication.

Changes and revisions to welding documentation shall be submitted to the Buyer for review and approval prior to use. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

9.6 Nondestructive Examination Process

(B31) Rev. 2 04/26/06

Nondestructive examination (NDE) personnel shall be qualified and certified in accordance with the recommended guidelines of the American Society of Nondestructive Testing's (ASNT) SNT-TC-1A-2001, unless otherwise specified in the ordering data.

The Supplier is not authorized to begin fabrication until the following documentation has been reviewed and approved by the Buyer:

- a. NDE qualification and certification procedures
- b. Personnel Level I, II, and III qualifications and certifications which include objective evidence of NDE training, formal education, examinations, experience, date of hire, and current eye examination
- c. NDE method/examination procedures that are in accordance with the applicable codes/standards specified in procurement documents.

All NDE reports and radiographs shall be traceable to the item examined, include all essential examination parameters, and signed and dated by the NDE examiner. All NDE reports and radiographs shall accompany or precede shipment of material. Radiographs, and radiographic technique and examination reports shall be subject to approval by the Buyer prior to shipment of completed items.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

9.7 Identification of Items

(B34) Rev. 0 10/20/03

All items shall be identified with the part number/model number. Identification shall be on the item or the package containing the item. When the identification is on the item, such marking shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

The Supplier shall submit a legible copy of the product data sheet (e.g., drawing, catalog page, brochure) that provides adequate information to enable the Buyer to verify the form and function of the articles procured.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.8 Certified Material Test Report

(B49) Rev. 2 03/17/06

The Certified Material Test Report (CMTR) shall include actual results of all chemical analysis, tests, examinations, and treatments required by the material specification and this Purchase Order/Contract order. The CMTR shall be legible, reference applicable specification number and year of edition, and be traceable to the material furnished by heat or lot number. All reports are subject to review and acceptance by the Buyer.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.9 Inspection and Test Report

(B52) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Inspection/Test Reports.

The report(s) shall include the following:

1. Identification of the applicable inspection and/or test procedure utilized.
2. Resulting data for all characteristics evaluated, as required by the governing inspection/test procedure.
3. Traceability to the item inspected/tested, (i.e., serial number, part number, lot number, etc.).
4. Signature of the Supplier's authorized representative or agency which performed the inspections/tests.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.10 Calibration Report

(B58) Rev. 0 02/9/00

Certification stating the equipment furnished to the Purchase Order/Contract Order requirements has been calibrated utilizing standards whose calibration is traceable to the National Institute of Standards and Technology or other documented evidence must be submitted stating the basis of the calibration. In addition, the Supplier shall submit a report of actual calibration results. The report shall be identifiable to the acceptance criteria of the items submitted and shall meet Purchase Order/Contract Order

requirements. The report shall contain the signature of the authorized representative of the agency verifying compliance.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.11 Certification of Calibration

(B61) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Certificates of Calibration, which are traceable to the National Institute of Standards and Technology, for each article ordered. Each certificate shall be identified with:

1. The Buyer's Purchase Order/Contract Order number.
2. Identification of the article to which the certificate applies.
3. The standards used for calibration. Each calibration certificate shall be signed by the Supplier's representative that is responsible for the calibration to attest to its authenticity.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.12 Nationally Recognized Testing Laboratory (NRTL) Listed or Labeled

(B65) Rev 3 12/2/08

All electrical control panels and electrical equipment (a general term including material, fittings, devices, appliances, luminaries [fixtures], apparatus, and the like used as a part of, or in connection with, an electrical installation) delivered or brought onto the site in performance of this contract must be listed or labeled by an organization currently recognized by OSHA as a nationally recognized testing laboratory (NRTL).

- A. All electrical equipment installed as part of this contract must comply with the National Electric Code (NEC), NFPA 70 and where applicable ANSI C2 (NESC). The Buyer reserves the right to inspect electrical equipment and installations. Contractor is responsible for notifying Buyer when installations are available for inspection.
- B. Electric motors shall be manufactured and tested in accordance with NEMA MG-1 as applicable, or listed by an organization currently recognized by OSHA as an NRTL. Documentation of NEMA MG-1 compliance shall be made available to the Buyer upon request.
- C. Electrical equipment and devices for which there is a UL category code identifying product categories must be Listed or Labeled by an OSHA recognized NRTL.
 1. The Canadian Standard Association (CSA) marking is currently recognized by OSHA as an NRTL when the label includes "US" or "NRTL" subscript.

2. The European Union “CE” marking, Directive 93/68EEC, is not currently recognized by OSHA as an NRTL marking.
3. The International Electrotechnical Commission (IEC) Standard 60529 for enclosures, (IPxx), is not currently recognized by OSHA as an NRTL label.

Note: for a list of approved NRTLs, see <http://www.osha.gov/dts/otpca/nrtl/>

- D. Electrical equipment for which there is no listing category must be evaluated or tested using a method submitted to and approved by the Buyer prior to delivery of the equipment. A Field Evaluation performed by an NRTL prior to delivery is the preferred method for buyer approval.
- E. Electrical equipment is also subject to the “Counterfeit Suspect Item Program”.

9.13 Control of Graded Fasteners

(B73) 01/12/10

The provisions stated below are the minimum Department of Energy requirements for high strength graded fasteners produced in compliance with national consensus standards (e.g., SAE, ASTM, ASME).

1. Fasteners shall exhibit grade marks and manufacturer's identification symbols (headmarks) as required in the specifications referenced in the Purchase Order/Contract Order.
2. Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Purchase Order/Contract Order.

Suspect Bolt Head Marking Card

Suspect Stainless Steel Fastener Headmark List

3. When requested by the Buyer, the Supplier shall provide a legible and reproducible copy of the manufacturer's Certified Material Test Reports (CMTR). These CMTRs shall report the values of the actual chemical and physical tests performed on the represented fastener lot/material heat. Fastener packaging/labeling shall be traceable by lot number or other positive means to the CMTRs.
4. Fasteners shall be inspected to verify compliance with the Purchase Order/Contract Order requirements. Additionally, fasteners may also be subjected to destructive testing.
5. When requested by the Buyer, the Supplier shall provide a Certificate of Conformance which must certify conformance and traceability of supplied

materials to the subject Purchase Order/Contract Order. The document must be legible and reproducible.

9.14 Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 2 02/25/08

Notwithstanding any other provisions of this agreement, the Supplier warrants that all items provided to the Contractor shall be genuine, new and unused unless otherwise specified in writing by the Contractor. Supplier further warrants that all items used by the Supplier during the performance of work for the Hanford Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Supplier shall indemnify the Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Supplier's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

Supplier shall provide a written statement that "all items furnished under this Purchase Order/Contract Order are genuine (I.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order/Contract Order.

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier.

Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted. For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guide DOE G 414.1-3

DOE Guide web address,

<http://www.directives.doe.gov/pdfs/doe/doetext/neword/414/g4141-3.pdf>

9.15 Certificate of Conformance

(B79) Rev. 4 12/2/2009

The Supplier shall provide a legible/reproducible Certification of Conformance. Supplier's authorized representative responsible for quality shall sign the Certification of Conformance.

This Certification of Conformance shall, as a minimum:

1. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
2. Each Order/shipment shall include a C of C unique to that shipment.
3. The quantity of each Line Item shipped shall be identified on the C of C.
4. The COC shall identify the specific procurement requirements to be met by the purchased item or service. The procurement requirements identified shall include any approved changes, waivers, or deviations applicable to the item or service.
5. For OCRWM-related items only, the COC shall also identify any procurement document requirements that have not been met together with an explanation and the means for resolving the nonconformances.
6. The COC shall be signed or otherwise authenticated by a supplier's representative. For Quality Level 1 & 2 and OCRWM-related items, the person signing the COC shall be the one who is responsible for this QA function and whose responsibilities and position are described in the supplier's QA program.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item shipped. For subsequent shipments on this Purchase Order/Contract order, reference may be made to documentation provided with earlier shipments, instead of duplicating such documentation.

9.16 Recommended Spare Parts Listing

(B82) Rev. 0 02/22/00

The Supplier shall submit, with or prior to item shipment, a recommended spare parts list. The list shall provide the name and address of the original supplier of the replacement part, and the part's drawings, specification, or catalog identity including applicable change or revision information.

9.17 Packaging/Shipping Procedures

(B85) Rev. 0 02/22/00

The Supplier shall prepare and submit for approval, prior to use, a procedure or plan for the packaging and shipping of items during the performance of this Purchase Order/Contract Order. The procedures shall include as appropriate cleanliness inspections prior to packaging, use of preservatives and coatings, descriptions of

specially designed shipping containers, handling and rigging procedures, final inspections, and the type of transfer and shipping vehicles. Examples of the packing and shipping inspection forms shall be included in the procedure or plan. Additional guidance may be found in ASME/ANSI NQA-2, Part 2.2 (QA Requirements for Packaging, Shipping, Receiving, Storage, and Handling of items for Nuclear Power Plants).

9.18 Negotiated Exceptions to General Provisions

The following exceptions/changes to the General Provisions or Supplemental Provisions are agreed to and incorporated into the Subcontract:

TBD

9.19 American Recovery and Reinvestment Act (Recovery Act) of 2009

This action is funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act). Accordingly, requirements of the Act, including flow down provisions are hereby incorporated into this Subcontract and will be updated or incorporated as they are updated.

Be advised that special provisions apply to projects funded by the Recovery Act relating to:

- Reporting, tracking and segregation of incurred costs;
 - Reporting on job creation and preservation;
 - Publication of Information on the Internet;
 - Protecting whistleblowers; and
 - Requiring prompt referral of evidence of a false claim to the inspector general.
- A. Segregation and Payment of Costs: The SUBCONTRACTOR must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems shall track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act.
- Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.
- B. Reporting Requirements on Job Creation and Preservation: As part of the SUBCONTRACTOR'S proposal (the Recovery Act Exhibit is not required if the subcontract value was less than \$25,000), the SUBCONTRACTOR provided the WRPS authorized procurement representative a Recovery Act Exhibit showing the number employees (full-time equivalents) that will be hired to accomplish this Work and the number of employees (full-time equivalents) that will be retained based on the award of this Subcontract. On a monthly basis, the SUBCONTRACTOR will re-assess this Recovery Act Exhibit and

provide an update if the represented employees (full-time equivalents) has changed from the original submission. If changes are noted, this revised Recovery Act Exhibit shall be submitted to the WRPS authorized procurement representative within five (5) calendar days of the end of the applicable month.

C. **Additional Reporting Requirements on Employee Compensation:** Detailed information on the names and total compensation of each of the five (5) most highly compensated officers for the calendar year in which the Subcontract is awarded is required if –

- (1) An entity in the SUBCONTRACTOR's preceding fiscal year, the SUBCONTRACTOR received --
 - (a) Eighty (80) percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (b) Has \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- (2) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986,

Note: The reporting requirements are not required to be reported for SUBCONTRACTORS whose gross income did not exceed \$300,000 in the previous tax year.

- D. Publication of Information on the Internet: Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.
- E. Whistleblower Protection: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:
- gross management of an agency Subcontract or grant relating to covered funds;
 - a gross waste of covered funds

- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a Subcontract) or grant, awarded or issued relating to covered funds.

The SUBCONTRACTOR shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5).

The SUBCONTRACTOR shall include the substance of this provision in all lower-tier Subcontracts.

- F. Wage Rates: All laborers and mechanics employed by Subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.
- G. Registration Requirements: The SUBCONTRACTOR shall have a Dun and Bradstreet (DUNS) number, which can be obtained by registering with Dun and Bradstreet (Registration) and be registered in the Central Contractor Registration (www.ccr.gov) no later than the first calendar quarter in which the SUBCONTRACTOR invoices.

9.20 Audit and Records—Negotiation

- (a) As used in this provision, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of Costs: If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the SUBCONTRACTOR shall maintain and the WRPS authorized procurement representative or designee shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. This right of examination shall include inspection at all reasonable times of the SUBCONTRACTOR’s plants, or parts of them, engaged in performing the contract.

- (c) Cost or Pricing Data: If the SUBCONTRACTOR has been required to submit cost or pricing data in connection with any pricing action relating to this Subcontract, WRPS authorized procurement representative or designee, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the SUBCONTRACTOR's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the Subcontract, or modification; or
 - (4) Performance of the Subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the SUBCONTRACTOR's directly pertinent records involving transactions related to this Subcontract hereunder and to interview any current employee regarding such transactions.
 - (2) This paragraph may not be construed to require the SUBCONTRACTOR to create or maintain any record that the SUBCONTRACTOR does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports: If the SUBCONTRACTOR is required to furnish cost, funding, or performance reports, the WRPS authorized procurement representative or designee, shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the SUBCONTRACTOR's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) Availability: The SUBCONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this provision, for examination, audit, or reproduction, until three (3) years after final payment under this Subcontract or for any shorter period specified, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this Subcontract is completely or partially terminated, the SUBCONTRACTOR shall make available the records relating to the work

terminated until three (3) years after any resulting final termination settlement; and

- (2) The SUBCONTRACTOR shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The SUBCONTRACTOR shall insert a provision containing all the terms of this provision, including this paragraph (g), in all Subcontracts under this Subcontract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That requires the subcontractor to furnish reports as discussed in paragraph (e) of this provision.

10. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/chmpmm/?page=20&parent=12>

| Attachment No. | Title | Revision | Date |
|----------------|--|----------|------------|
| 1 | Statement of Work | 2 | 02/16/2010 |
| 2 | Compensation Schedule | | |
| 3 | General Provisions | 2 | 02/08/2010 |
| 4 | Supplemental Provisions Firm Fixed Price | 0 | 11/20/2008 |
| 5 | <u>Recovery Act Exhibit</u> <i>[if applicable]</i> | | 09/29/2009 |